



Dorothy North, President
Kevin Quint, Vice President
Denise Everett, Secretary/Treasurer
Steven Grierson, Member
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STATE OF NEVADA
BOARD OF EXAMINERS
FOR
ALCOHOL AND DRUG ABUSE COUNSELORS
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April 4, 2003

Lorne J. Malkiewich, Director
Legislative Council Bureau
401 S. Carson St.
Carson City, NV 89701

Dear Mr. Malkiewich,

Pursuant to SB420, The Board of Examiners for Alcohol and Drug Abuse Counselors is submitting the required quarterly disciplinary report for January 1, 2003 through March 31, 2003.

During the quarter the Board, received an additional 1 allegation. On March 31, 2003 the Board records reflect 22 active allegation files, fifteen of the allegations have been submitted to the Boards Deputy Attorney General for review.

In lieu of hearings the Board entered into 1 consent decree, dismissed 4 allegations, clearing 5 allegations. Attached is a summary of the consent decrees entered into. Please feel free to call me if you have any questions or need additional information.

Sincerely,

BOARD OF EXAMINERS FOR ALCOHOL
& DRUG ABUSE COUNSELORS

Sharon Atkinson
Executive Director
Enclosure

Consent Decree Summary for the Period of 1/1/03 to 3/31/03:

Consent Decree in the Matter of Vivian Martinez, LADC 202L,

Case # ALCO -021-00

Approved by the Board March 26, 2003

The decree stipulated to the following alleged offense(s).

ALLEGED OFFENSES

On September 1, 2000, the Board received a complaint against Respondent alleging that she had exceeded the scope of practice by completing a substance abuse evaluation report for her employer, ABC Therapy, in conjunction with an intern under her supervision. These allegations, if proven, are violations of applicable sections of chapter 641C of the Nevada Revised Statutes and chapter 641C of the Nevada Administrative Code.

SETTLEMENT

The Board is prepared to commence formal disciplinary proceedings regarding the complaint, and the Respondent is prepared to defend against the allegations. However, the parties desire to compromise and settle the matter upon the following terms and conditions:

1. Completion of at least six credits or units of the following course work:
 - (a) Ethics;
 - (b) Scope of Practice;
 - (c) Professional responsibilities to the clients courses; and
 - (d) Supervision.

Courses (a), (b) and (c) must be completed within 120 days of this settlement. Course (d) must be completed within one year of this settlement.

2. Completion of a paper on the content of the courses and how it relates to this disciplinary action within 30 days of completing the courses. The paper must be at least three pages, double-spaced, size 12 font. The paper on the courses must be reviewed and approved by the Board or Board staff, and the Board may require Respondent to appear to discuss the paper.

3. Reimbursement to the Board in the amount of \$ _____ to defray the cost of the investigation. This payment is not considered a fine.

4. If Respondent fails to perform as agreed, her license shall be automatically suspended and shall remain suspended indefinitely until the performance is completed. Such automatic suspension occurs without any affirmative act by the Board. If the license is suspended for non-performance of this Agreement, Respondent further agrees to pay Three Hundred Dollars (\$300.00) to the Board to defray the costs of the investigation of this settlement.

5. In addition to the suspension, the Board may initiate collection proceedings for failure to pay these costs and the Board may initiate disciplinary proceedings regarding the allegations, if the Board determines that it should consider the question of whether the suspension is adequate discipline in this matter.

CONSENT

1. Respondent has read all the provisions of this Settlement Agreement and agrees with them in their entirety.

2. Respondent acknowledges that by entering into this Settlement Agreement, she is waiving certain valuable due process rights contained in but not limited to, NRS 641C, NAC 641C, NRS 233B, and NAC 233B.

3. Respondent acknowledges that by entering into this Settlement Agreement, she is waiving all rights to seek judicial review, to otherwise challenge or contest the validity of the provisions contained in this Settlement Agreement, or to present her defense to a Board that has



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had no prior familiarity with this matter. Respondent acknowledges and agrees that the Board members who review this Settlement Agreement may be the same members who may ultimately hear the complaint if this Settlement Agreement is either not approved by the Board or is not timely performed by the Respondent.

4. Respondent acknowledges that she is consenting to this Settlement Agreement voluntarily, without coercion or duress and in the exercise of her own free will.

5. Respondent acknowledges that any agent, employee, counsel or any person affiliated with the Board, has made no other promises in reference to this Settlement Agreement.

6. Respondent acknowledges that the provisions of this Settlement Agreement contain the entire agreement between the Respondent and the Board and that the provisions of this Settlement Agreement can be modified only in writing and only with Board approval.

EFFECTIVE DATE

The date on which this Settlement Agreement goes into effect, and the date from which the time periods will be measured, is the date of the signature of the President of the Board below. This Settlement Agreement shall be considered the final disposition of the contested case and will become a public record.